

Exhibit 5

Examples and Excerpts of Collateral Releases

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:03 PM 05/25/2010
INITIAL FILING # 2008 1954245
AMENDMENT # 2010 1832892
SRV: 100567066

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2008 1954245 filed 06/06/2008

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Residential Funding Company, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

See Exhibit A attached hereto and made a part hereof for a description of the released collateral.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wells Fargo Bank, N.A., as Third Priority Collateral Agent

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
File with Delaware Secretary of State 5275270 4 additional sheets presented 08048307-566

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

EXHIBIT A
TO
UCC FINANCING STATEMENT AMENDMENT

Debtor: Residential Funding Company, LLC One Meridian Crossings, Suite 100 Minneapolis, MN 55423-3940 USA	Secured Party: Wells Fargo Bank, N.A., as Third Priority Collateral Agent 625 Marquette Avenue, N9311-110 Minneapolis, MN 55479, USA
---	--

All of Debtor's right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Servicing Rights Collateral and all assets, rights or property related thereto;
- (b) all Subject Mortgage Loans and all assets, rights or property related thereto;
- (c) other payments and rights, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (f) to the extent not included in the foregoing, all agreements, contracts, documents and instruments if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing the Servicing Rights Collateral or Subject Mortgage Loans and
(ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property,

Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;

- (i) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and
- (j) all rights of the Debtor, if any, in the "Pledged Collateral" as defined in the certain Partial Release of Collateral, dated as of March 16, 2009 and in the "Released Collateral" as defined in those certain Partial Releases of Collateral, dated as of July 1, 2009, September 18, 2009 and December 16, 2009, each executed by the First Priority Collateral Agent, the Second Priority Collateral Agent and the Third Priority Collateral Agent.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the LOC Loan Agreement, the LOC Security Agreement or the Fourth Security Agreement, as applicable; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

First Priority Collateral Agent means Wells Fargo Bank, N.A. as first priority collateral agent under Senior Debt Loan Agreement.

Fourth Security Agreement means the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among the grantors party thereto and Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC).

General Intangibles means, with respect to any Relevant Party, all of such Relevant Party's respective "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such Relevant Party's respective licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

LOC Loan Agreement means that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among Residential Funding Company, LLC ("RFC") and GMAC Mortgage, LLC ("GMACM"), as borrowers, Residential Capital, LLC, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as initial lender and as agent for the lenders.

LOC Security Agreement means the Security Agreement (as defined in the LOC Loan Agreement).

Mortgage File means, with respect to any Mortgage Loan, a file or files pertaining to such Mortgage Loan that contains the mortgage documents pertaining to such Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan required by the Lender Agent.

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

Relevant Party means any party signatory to the Request for Collateral Release (Pledge of MSRs and Additional Assets Under LOC Loan Facility) dated May 14, 2010.

Second Priority Collateral Agent means Wells Fargo Bank, N.A. as second priority collateral agent under the 2010 Indenture (as defined in the Senior Debt Loan Agreement).

Servicing Contract means any agreement, whether titled a "servicing agreement," a "pooling and servicing agreement," a "sale and servicing agreement," or otherwise, pursuant to which either RFC or GMACM is obligated to perform collection, enforcement or foreclosure services with respect to, or to maintain and remit any funds collected from persons obligated on any mortgage loan or pool of mortgage loans; provided, however that "Servicing Contracts" shall not include any such agreements (a) entered into with the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, (b) identifying mortgage loans or pools of mortgage loans owned by either RFC or GMACM or (c) identifying any mortgage loans or pools of mortgage loans transferred (whether absolutely or for security) pursuant to a master repurchase agreement to which either RFC or GMACM is a party.

Servicing Rights means each of RFC's and GMACM's right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMACM, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due

with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

Subject Mortgage Loan means any Mortgage Loan (a) which is identified in a Mortgage Schedule delivered under the LOC Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the LOC Loan Agreement or (c) which is indicated in a Relevant Party's books and records as having been pledged to the Lender Agent.

Third Priority Collateral Agent means Wells Fargo Bank, N.A. as third priority collateral agent under the 2015 Indenture (as defined in the Senior Debt Loan Agreement).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:05 PM 05/25/2010
INITIAL FILING # 2008 1954286
AMENDMENT # 2010 1832926
SRV: 100567082

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2008 1954286 filed 06/06/2008

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

GMAC Mortgage, LLC

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID #: SSN OR EIN

ADD/DELETE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

See Exhibit A attached hereto and made a part hereof for a description of the released collateral.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Wells Fargo Bank, N.A., as Third Priority Collateral Agent

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with Delaware Secretary of State 5275271 4 additional sheets presented

5848929 Sw 27 08048307-567

Spss

EXHIBIT A
TO
UCC FINANCING STATEMENT AMENDMENT

Debtor: GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034-3200 USA	Secured Party: Wells Fargo Bank, N.A., as Third Priority Collateral Agent 625 Marquette Avenue, N9311-110 Minneapolis, MN 55479, USA
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All of Debtor's right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Servicing Rights Collateral and all assets, rights or property related thereto;
- (b) all Subject Mortgage Loans and all assets, rights or property related thereto;
- (c) other payments and rights, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (f) to the extent not included in the foregoing, all agreements, contracts, documents and instruments if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing the Servicing Rights Collateral or Subject Mortgage Loans and
(ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property,

Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;

- (i) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and
- (j) all rights of the Debtor, if any, in the "Pledged Collateral" as defined in the certain Partial Release of Collateral, dated as of March 16, 2009 and in the "Released Collateral" as defined in those certain Partial Releases of Collateral, dated as of July 1, 2009, September 18, 2009 and December 16, 2009, each executed by the First Priority Collateral Agent, the Second Priority Collateral Agent and the Third Priority Collateral Agent.

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Servicing Rights means each of RFC's and GMACM's right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMACM, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due

with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

Subject Mortgage Loan means any Mortgage Loan (a) which is identified in a Mortgage Schedule delivered under the LOC Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the LOC Loan Agreement or (c) which is indicated in a Relevant Party's books and records as having been pledged to the Lender Agent.

Third Priority Collateral Agent means Wells Fargo Bank, N.A. as third priority collateral agent under the 2015 Indenture (as defined in the Senior Debt Loan Agreement).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:06 PM 05/25/2010
INITIAL FILING # 2008 1954294
AMENDMENT # 2010 1832983
SRV: 100567099

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2008 1954294 filed 06/06/2008

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Residential Capital, LLC

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID #, SSN OR EIN

ADDL INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☒ deleted or ☐ added, or give entire ☐ related collateral description, or describe collateral ☐ assigned.

See Exhibit A attached hereto and made a part hereof for a description of the released collateral.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Wells Fargo Bank, N.A., as Third Priority Collateral Agent

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with Delaware Secretary of State 5275272 4 additional sheets presented

08048307-568

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/20/98)

EXHIBIT A
TO
UCC FINANCING STATEMENT AMENDMENT

Debtor: Residential Capital, LLC One Meridian Crossings, Suite 100 Minneapolis, MN 55423-3940 USA	Secured Party: Wells Fargo Bank, N.A., as Third Priority Collateral Agent 625 Marquette Avenue, N9311-110 Minneapolis, MN 55479, USA
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All of Debtor's right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Servicing Rights Collateral and all assets, rights or property related thereto;
- (b) all Subject Mortgage Loans and all assets, rights or property related thereto;
- (c) other payments and rights, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (f) to the extent not included in the foregoing, all agreements, contracts, documents and instruments if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing the Servicing Rights Collateral or Subject Mortgage Loans and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property,

Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;

- (i) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and
- (j) all rights of the Debtor, if any, in the "Pledged Collateral" as defined in the certain Partial Release of Collateral, dated as of March 16, 2009 and in the "Released Collateral" as defined in those certain Partial Releases of Collateral, dated as of July 1, 2009, September 18, 2009 and December 16, 2009, each executed by the First Priority Collateral Agent, the Second Priority Collateral Agent and the Third Priority Collateral Agent.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the LOC Loan Agreement, the LOC Security Agreement or the Fourth Security Agreement, as applicable; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

First Priority Collateral Agent means Wells Fargo Bank, N.A. as first priority collateral agent under Senior Debt Loan Agreement.

Fourth Security Agreement means the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among the grantors party thereto and Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC).

General Intangibles means, with respect to any Relevant Party, all of such Relevant Party's respective "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such Relevant Party's respective licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

LOC Loan Agreement means that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among Residential Funding Company, LLC ("RFC") and GMAC Mortgage, LLC ("GMACM"), as borrowers, Residential Capital, LLC, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial Inc. (f/k/a GMAC Inc.), as initial lender and as agent for the lenders.

LOC Security Agreement means the Security Agreement (as defined in the LOC Loan Agreement).

Mortgage File means, with respect to any Mortgage Loan, a file or files pertaining to such Mortgage Loan that contains the mortgage documents pertaining to such Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan required by the Lender Agent.

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

Relevant Party means any party signatory to the Request for Collateral Release (Pledge of MSRs and Additional Assets Under LOC Loan Facility) dated May 14, 2010.

Second Priority Collateral Agent means Wells Fargo Bank, N.A. as second priority collateral agent under the 2010 Indenture (as defined in the Senior Debt Loan Agreement).

Servicing Contract means any agreement, whether titled a "servicing agreement," a "pooling and servicing agreement," a "sale and servicing agreement," or otherwise, pursuant to which either RFC or GMACM is obligated to perform collection, enforcement or foreclosure services with respect to, or to maintain and remit any funds collected from persons obligated on any mortgage loan or pool of mortgage loans; provided, however that "Servicing Contracts" shall not include any such agreements (a) entered into with the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, (b) identifying mortgage loans or pools of mortgage loans owned by either RFC or GMACM or (c) identifying any mortgage loans or pools of mortgage loans transferred (whether absolutely or for security) pursuant to a master repurchase agreement to which either RFC or GMACM is a party.

Servicing Rights means each of RFC's and GMACM's right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMACM, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due

with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

Subject Mortgage Loan means any Mortgage Loan (a) which is identified in a Mortgage Schedule delivered under the LOC Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the LOC Loan Agreement or (c) which is indicated in a Relevant Party's books and records as having been pledged to the Lender Agent.

Third Priority Collateral Agent means Wells Fargo Bank, N.A. as third priority collateral agent under the 2015 Indenture (as defined in the Senior Debt Loan Agreement).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

PARTIAL RELEASE OF COLLATERAL

(Pledge of MSRs and Additional Assets
Under LOC Loan Facility)

May 14, 2010

We hereby reference (i) the Consent and Direction to Release Collateral, dated May 14, 2010, (the "Direction") provided by Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC) ("Ally Financial") pursuant to Section 12.11(b) of the Amended and Restated Loan Agreement (Senior Debt Loan Agreement), dated as of December 30, 2009 (as amended, supplemented, restated or otherwise modified from time to time, the "Senior Debt Loan Agreement") by and among GMAC Mortgage, LLC ("GMACM"), Residential Funding Company, LLC ("RFC" and, together with GMACM, each a "Debtor" and collectively, the "Debtors"), Residential Capital, LLC, a Delaware limited liability company ("ResCap"), and the various other parties signatory thereto as guarantors, the various other parties signatory thereto as obligors, Ally Financial, as the initial lender and as agent for the lenders (in such capacity, together with its successors and assigns in such capacity, the "Lender Agent"), the financial institutions and other Persons that are or may from time to time become parties thereto as lenders and Wells Fargo Bank, N.A., as first priority collateral agent (in such capacity, the "First Priority Collateral Agent"), attached hereto as Exhibit A; (ii) the Officer's Certificates each dated as of May 14, 2010, attached hereto as Exhibit B (collectively, the "Officer's Certificates"); and (iii) the Legal Opinions each dated as of May 14, 2010, attached hereto as Exhibit C (collectively, the "Legal Opinions"). All capitalized terms used and not otherwise defined herein shall have the respective meanings provided to such terms in the Schedule 1.01 to the Senior Debt Loan Agreement.

The First Priority Collateral Agent and the Collateral Control Agent, as directed by the Lender Agent in the Direction, hereby release and terminate all of their liens and security interests and all of their right, title and interest in and to those certain assets of the Relevant Parties (as defined in the Direction) (as applicable) described on Exhibit D attached hereto (the "Released Collateral") and evidenced by the UCC financing statement(s) attached in the Direction as Exhibit B.

Each of the Second Priority Collateral Agent and the Third Priority Collateral Agent, in reliance upon each of the Officer's Certificates and the Legal Opinions hereby release and terminate all of its liens and security interests and all of its right, title and interest in and to the Released Collateral and evidenced by the UCC financing statement(s) attached in each of the Officer's Certificates as Exhibit B.

Reference made in the exhibits attached hereto to the LOC Loan Agreement shall mean that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among RFC and GMACM, as borrowers, ResCap, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial, as initial lender and as agent for the lenders.

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*Partial Release of Collateral
(MSRs and Additional Collateral Release)*

IN WITNESS WHEREOF, the undersigned has executed this Partial Release of Collateral as of the date first set forth above.

Wells Fargo Bank, N.A.,
as First Priority Collateral Agent

By: 
Name: Michael Pinzon
Title: Vice President

Wells Fargo Bank, N.A.,
as Second Priority Collateral Agent

By: 
Name: Michael Pinzon
Title: Vice President

Wells Fargo Bank, N.A.,
as Third Priority Collateral Agent

By: 
Name: Michael Pinzon
Title: Vice President

Wells Fargo Bank, N.A.,
as Collateral Control Agent

By: 
Name: Michael Pinzon
Title: Vice President

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*Partial Release of Collateral
(MSRs and Additional Collateral Release)*

EXHIBIT A
CONSENT AND DIRECTION TO RELEASE

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CONSENT AND DIRECTION TO RELEASE COLLATERAL

(Pledge of MSRs and Additional Assets
Under LOC Loan Facility)

May 14, 2010

We hereby reference the Request for Collateral Release dated May 14, 2010 (the "Request for Collateral Release") submitted by Residential Funding Company, LLC ("RFC"), GMAC Mortgage, LLC ("GMACM") and, together with RFC, each a "Debtor" and together the "Debtors") and the other parties signatory thereto (each an "Obligor" and collectively, the "Obligors" and collectively with the Debtors, the "Relevant Parties") pursuant to Section 12.11(b) of the Amended and Restated Loan Agreement (Senior Debt Loan Agreement), dated as of December 30, 2009 (as amended, supplemented, restated or otherwise modified from time to time, the "Senior Debt Loan Agreement") by and among RFC, GMACM, Residential Capital, LLC, a Delaware limited liability company ("ResCap"), and the various other parties signatory thereto as guarantors, the various other parties signatory thereto as obligors, Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC), a Delaware corporation ("Ally Financial"), as the initial lender and as agent for the lenders (in such capacity, together with its successors and assigns in such capacity, the "Lender Agent"), the financial institutions and other Persons that are or may from time to time become parties thereto as lenders and Wells Fargo Bank, N.A., as first priority collateral agent (the "First Priority Collateral Agent"). All capitalized terms used and not otherwise defined herein shall have the respective meanings provided to such terms in the Schedule 1.01 to the Senior Debt Loan Agreement.

As requested in the Request for Collateral Release, the Lender Agent hereby consents and authorizes and directs the First Priority Collateral Agent and the Collateral Control Agent to:

1. (a) release and terminate all of their liens and security interests and all of their right, title and interest in and to those certain assets of the Relevant Parties (as applicable) described on Exhibit A attached hereto (the "Released Collateral") and evidenced by the UCC Financing Statement(s) attached hereto as Exhibit B and (b) direct ResCap to file UCC-3 Financing Statement(s) attached hereto as Exhibit C; provided that ResCap shall return file stamped copies of such UCC-3 Financing Statement(s) to the Lender Agent within ten (10) Business Days of filing;
2. execute and deliver the Partial Release of Collateral attached as Exhibit D hereto; and
3. take all actions which are requested in writing by the Lender Agent and are reasonable or appropriate to effectuate the release of the liens on the Released Collateral.

Reference made in the exhibits attached hereto to the LOC Loan Agreement shall mean that certain Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, as amended, amended and restated, supplemented or otherwise modified from time to time, among RFC and GMACM, as borrowers, ResCap, Passive Asset Transactions, LLC, RFC Asset Holdings II, LLC and certain other affiliates of the Debtors as guarantors, and Ally Financial, as initial lender and as agent for the lenders.

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IN WITNESS WHEREOF, the undersigned has executed this Consent and Direction to Release Collateral as of the date first written above.

ALLY FINANCIAL INC.,
as Lender Agent

By: Courtney Lowman
Name: Courtney Lowman
Title: Director - Ally Financial Inc.
f Assistant Secretary

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Consent and Direction to Release Collateral
(MSRs and Additional Collateral Release)

**EXHIBIT A
RELEASED COLLATERAL**

All right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

- (a) all Servicing Rights Collateral and all assets, rights or property related thereto;
- (b) all Subject Mortgage Loans and all assets, rights or property related thereto;
- (c) other payments and rights, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (d) all Deposit Accounts and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (e) all Securities Accounts and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (f) to the extent not included in the foregoing, all agreements, contracts, documents and instruments if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (g) (i) all books, records, writings, data bases, information and other property relating to or evidencing the Servicing Rights Collateral or Subject Mortgage Loans and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (h) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to the Servicing Rights Collateral or Subject Mortgage Loans;
- (i) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and

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- (j) all rights of each Obligor, if any, in the "Pledged Collateral" as defined in the certain Partial Release of Collateral, dated as of March 16, 2009 and in the "Released Collateral" as defined in those certain Partial Releases of Collateral, dated as of July 1, 2009, September 18, 2009 and December 16, 2009, each executed by the First Priority Collateral Agent, the Second Priority Collateral Agent and the Third Priority Collateral Agent.

When used in this exhibit and unless the context otherwise requires, (a) capitalized terms which are not otherwise defined in this exhibit have the meanings assigned to such terms in the LOC Loan Agreement, the LOC Security Agreement or the Fourth Security Agreement, as applicable; (b) unless otherwise defined in this exhibit, the terms Account, Chattel Paper, Commercial Tort Claims, Deposit Account, Document, Financial Assets, Goods, Instrument, Investment Property, Letter of Credit, Letter-of-Credit Rights, Money, Payment Intangibles, Proceeds, Securities Account and Supporting Obligations have the respective meanings assigned thereto in Article 8 or Article 9 of the UCC (as defined below).

First Priority Collateral Agent means Wells Fargo Bank, N.A. as first priority collateral agent under Senior Debt Loan Agreement.

Fourth Security Agreement means the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy, dated as of December 30, 2009, among the grantors party thereto and Ally Financial Inc. (f/k/a GMAC Inc. f/k/a GMAC LLC).

General Intangibles means, with respect to any Relevant Party, all of such Relevant Party's respective "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of such Relevant Party's respective licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

LOC Security Agreement means the Security Agreement (as defined in the LOC Loan Agreement).

Mortgage File means, with respect to any Mortgage Loan, a file or files pertaining to such Mortgage Loan that contains the mortgage documents pertaining to such Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan required by the Lender Agent.

Property means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

Relevant Party means any party signatory to the Request for Collateral Release (Pledge of MSRs and Additional Assets Under LOC Loan Facility) dated May 14, 2010.

Second Priority Collateral Agent means Wells Fargo Bank, N.A. as second priority collateral agent under the 2010 Indenture (as defined in the Senior Debt Loan Agreement).

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Servicing Contract means any agreement, whether titled a "servicing agreement," a "pooling and servicing agreement," a "sale and servicing agreement," or otherwise, pursuant to which either RFC or GMACM is obligated to perform collection, enforcement or foreclosure services with respect to, or to maintain and remit any funds collected from persons obligated on any mortgage loan or pool of mortgage loans; provided, however that "Servicing Contracts" shall not include any such agreements (a) entered into with the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, (b) identifying mortgage loans or pools of mortgage loans owned by either RFC or GMACM or (c) identifying any mortgage loans or pools of mortgage loans transferred (whether absolutely or for security) pursuant to a master repurchase agreement to which either RFC or GMACM is a party.

Servicing Rights means each of RFC's and GMACM's right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMACM, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

Subject Mortgage Loan means any Mortgage Loan (a) which is identified in a Mortgage Schedule delivered under the LOC Loan Agreement, (b) the carrying value of which is included in the calculation of the borrowing base included in a borrowing base report or a monthly collateral report under the LOC Loan Agreement or (c) which is indicated in a Relevant Party's books and records as having been pledged to the Lender Agent.

Third Priority Collateral Agent means Wells Fargo Bank, N.A. as third priority collateral agent under the 2015 Indenture (as defined in the Senior Debt Loan Agreement).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York.

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EXHIBIT B
FILED UCC FINANCING STATEMENT(S)

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (BOTH SIDE AND BACK) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:32 PM 06/04/2008
INITIAL FILING # 2008 1911306

SRV: 080663682

THIS ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Please only type debtor name (Do not type "dba" or "doing business as" or "trading name")

OR

Residential Funding Company, LLC

OR

16. DEBTOR'S LAST NAME

17. MAILING ADDRESS

One Meridian Crossings, Suite 100

18. CITY

19. STATE

20. POSTAL CODE

21. COUNTRY

22. TYPE OF ORGANIZATION

23. JURISDICTION OF ORGANIZATION

24. ORGANIZATION'S ZIP CODE

25. ORGANIZATION'S TYPE

26. ORGANIZATION'S TYPE

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2. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR SPT) - Please only type secured party name (Do not type "dba" or "doing business as" or "trading name")

OR

Wells Fargo Bank, N.A., as First Priority Collateral Agent

OR

16. DEBTOR'S LAST NAME

17. MAILING ADDRESS

628 Marquette Avenue

55411-1118

18. CITY

19. STATE

20. POSTAL CODE

21. COUNTRY

22. TYPE OF ORGANIZATION

23. JURISDICTION OF ORGANIZATION

24. ORGANIZATION'S ZIP CODE

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3. This FINANCING STATEMENT covers the following statement:

All assets of the debtor now owned or hereafter acquired and wherever located.

3. ALTERNATIVE ORIGINATOR (if applicable)	4. LESSOR/LEASEE	5. CO-SIGNER/CO-BORROWER	6. BAILLEUR/BAI	7. SELLER/BUYER	8. AD. LEND	9. HIGH-LOC FILING
10. TYPE OF FINANCING STATEMENT (to be entered per FILING INSTRUCTIONS)	11. FILING OFFICE	12. FILING OFFICE	13. FILING OFFICE	14. FILING OFFICE	15. FILING OFFICE	16. FILING OFFICE
17. FILING OFFICE	18. FILING OFFICE	19. FILING OFFICE	20. FILING OFFICE	21. FILING OFFICE	22. FILING OFFICE	23. FILING OFFICE
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Delaware Secretary of State

730560/4A

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2008)

00029812

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:33 PM 06/04/2008
INITIAL FILING # 2008 1911318

SRV: 080663683

THIS ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME (Insert only one debtor name (1a or 1b) - do not abbreviate or omit any names)

1a. ORGANIZATION'S NAME

GMAC Mortgage, LLC

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
1100 Virginia Drive

FIRST NAME

Fort Washington

LAST NAME

PA 19034-3200

SUFFIX

USA

1d. SEC. JURISDICTION

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

DELAWARE

1g. ORGANIZATION'S EIN, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (Insert only one debtor name (2a or 2b) - do not abbreviate or omit any names)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

LAST NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEC. JURISDICTION

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATION'S EIN, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR ONLY - Insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME

Wells Fargo Bank, N.A., as First Priority Collateral Agent

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

LAST NAME

SUFFIX

3c. MAILING ADDRESS

Minneapolis

STATE

POSTAL CODE

COUNTRY

55479

USA

4. This FINANCING STATEMENT covers the following collateral:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. ALTERNATIVE DESIGNATION (if applicable)	6. E-FILED SECTION	COMMONS DESIGNATION	BAR, CDRAS OR	DEB, CDRAS OR	AS, L, DR	NON-USE FILING
7. IF THIS FINANCING STATEMENT IS TO BE FILED (for recording) IN THE NAME OF THE DEBTOR, CHECK ONE: <input type="checkbox"/> DEB, CDRAS OR <input type="checkbox"/> AS, L, DR	7. IF THIS FINANCING STATEMENT IS TO BE FILED (for recording) IN THE NAME OF THE SECURED PARTY, CHECK ONE: <input type="checkbox"/> DEB, CDRAS OR <input type="checkbox"/> AS, L, DR	7. IF THIS FINANCING STATEMENT IS TO BE FILED (for recording) IN THE NAME OF THE SECURED PARTY, CHECK ONE: <input type="checkbox"/> DEB, CDRAS OR <input type="checkbox"/> AS, L, DR	7. IF THIS FINANCING STATEMENT IS TO BE FILED (for recording) IN THE NAME OF THE SECURED PARTY, CHECK ONE: <input type="checkbox"/> DEB, CDRAS OR <input type="checkbox"/> AS, L, DR	7. IF THIS FINANCING STATEMENT IS TO BE FILED (for recording) IN THE NAME OF THE SECURED PARTY, CHECK ONE: <input type="checkbox"/> DEB, CDRAS OR <input type="checkbox"/> AS, L, DR	7. IF THIS FINANCING STATEMENT IS TO BE FILED (for recording) IN THE NAME OF THE SECURED PARTY, CHECK ONE: <input type="checkbox"/> DEB, CDRAS OR <input type="checkbox"/> AS, L, DR	7. IF THIS FINANCING STATEMENT IS TO BE FILED (for recording) IN THE NAME OF THE SECURED PARTY, CHECK ONE: <input type="checkbox"/> DEB, CDRAS OR <input type="checkbox"/> AS, L, DR
8. OFFICIAL FILER REFERENCE DATA						

Delaware Secretary of State

730554/4A

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2008)

00029813

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:33 PM 06/04/2008
INITIAL FILING # 2008 1911526

SRV: 080643684

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Residential Capital, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

One Meridian Crossings, Suite 100

CITY

Minneapolis

STATE

MN

POSTAL CODE

55423-3940

COUNTRY

USA

1d. SEE INSTRUCTIONS

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

DELAWARE

1g. ORGANIZATION'S D.B.A. (if any)

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATION'S D.B.A. (if any)

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR COPY - Insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME

Wells Fargo Bank, N.A., as First Priority Collateral Agent

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

825 Marquette Avenue

CITY

Minneapolis

STATE

MN

POSTAL CODE

55479

COUNTRY

USA

4. This FILING STATEMENT covers the following collateral:

All assets of the debtor now owned or hereafter acquired and wherever located.

3. ALTERNATIVE DESIGNATION (if applicable)	4. DEBTOR'S SIGNATURE	5. COMPLETION DATE	6. SELLER'S SIGNATURE	7. SELLER'S SIGNATURE	8. AG. LIES	9. NON-USE FILING
10. THE PRECEDING STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF	11. DATE OF SIGNATURE	12. DATE OF SIGNATURE	13. DATE OF SIGNATURE	14. DATE OF SIGNATURE	15. DATE OF SIGNATURE	16. DATE OF SIGNATURE
B. OPTIONAL FILING INFORMATION DATA						

Delaware Secretary of State

730579/4A

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2008)

00029814

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:39 PM 06/04/2008
INITIAL FILING # 2008 1911559

SRV: 080663697

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (Insert only one debtor name (1a or 1b) - do not abbreviate or simplify names)

1a. ORGANIZATION'S NAME

GMAC Residential Holding Company, LLC

OR 1b. INDIVIDUAL'S NAME

1c. MAILING ADDRESS	1d. CITY	1e. STATE	1f. POSTAL CODE	1g. COUNTRY
3983 Howard Hughes Parkway, Suite 250	Las Vegas	NV	89169	USA
14. USE INSTRUCTIONS	15. ADDITIONAL ORGANIZATION OR INDIVIDUAL	16. TYPE OF ORGANIZATION	17. JURISDICTION OF ORGANIZATION	18. ORGANIZATION, INDIVIDUAL, ETC.
		LLC	DELAWARE	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (Insert only one debtor name (2a or 2b) - do not abbreviate or simplify names)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S NAME	2c. CITY	2d. STATE	2e. POSTAL CODE	2f. COUNTRY
24. USE INSTRUCTIONS	25. ADDITIONAL ORGANIZATION OR INDIVIDUAL	26. TYPE OF ORGANIZATION	27. JURISDICTION OF ORGANIZATION	28. ORGANIZATION, INDIVIDUAL, ETC.
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (BY NAME or TOTAL AGREEMENT of ASSIGNOR RPT - Insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME

Wells Fargo Bank, N.A., as First Priority Collateral Agent

OR 3b. INDIVIDUAL'S NAME

3c. MAILING ADDRESS	3d. CITY	3e. STATE	3f. POSTAL CODE	3g. COUNTRY
828 Marquette Avenue	Minneapolis	MN	55479	USA

4. This FINANCING STATEMENT covers the following statement:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. ALTERNATIVE DESIGNATION of secured party	6. SELLER OR BUYER	7. COMMERCE COMMISSION	8. SELLER OR BUYER	9. SELLER OR BUYER	10. AS LIEN	11. NON UCC FILING
12. FUTURE RECORDS	13. FUTURE RECORDS	14. FUTURE RECORDS	15. FUTURE RECORDS	16. FUTURE RECORDS	17. FUTURE RECORDS	18. FUTURE RECORDS
B. OPTIONAL FILER AND SERVICE DATA						
Delaware Secretary of State						730586/4A

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2008)

00029817

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:38 PM 06/04/2008
INITIAL FILING # 2008 1911593

SRV: 080663694

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b - do not abbreviate or combine names)

1a. ORGANIZATION'S NAME

OR **GMAC-RFC Holding Company, LLC**

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

One Meridian Crossings, Suite 100

CITY **Minneapolis**

STATE **MN**

POSTAL CODE **55423**

COUNTRY **USA**

1d. SEE INSTRUCTIONS

1e. ADD INFO RE ORGANIZATION DES FOR

1f. TYPE OF ORGANIZATION

1g. JURISDICTION OF ORGANIZATION

1h. ORGANIZATION'S D/A, if any

LLC

DELAWARE

☐ HOME

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b - do not abbreviate or combine names)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

2e. ADD INFO RE ORGANIZATION DES FOR

2f. TYPE OF ORGANIZATION

2g. JURISDICTION OF ORGANIZATION

2h. ORGANIZATION'S D/A, if any

☐ HOME

3. SECURED PARTY'S NAME (by name of TOTAL ASSIGNOR of ASSIGNOR'S) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR **Wells Fargo Bank, N.A., as First Priority Collateral Agent**

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

625 Marquette Avenue

CITY

Minneapolis

STATE

MN

POSTAL CODE

55479

COUNTRY

USA

4. This Financing Statement complies with the following conditions:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. ALTERNATE DESIGNATION (if applicable)	6. ALTERNATE DESIGNATION	7. CONTINUING DISCLOSURE	8. SALES/REASON	9. SELLER/BUYER	10. LEND	11. NON-UCF FIRM
6. THE FINANCING STATEMENT IS FILED FOR THE DEBTOR'S (or ASSIGNOR'S) BENEFIT						
7. CREDIT'S REQUESTED SEARCH REPORT (if any) (see instructions)						
8. OPTIONAL FILER REFERENCE DATA						
Delaware Secretary of State						730571/4A

FILED OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 07/2008)

00029816

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SIGN ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:39 PM 06/04/2008
INITIAL FILING # 2008 1911575

SRV: 080663703

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Invert only app except name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION NAME
RFC Asset Holdings II, LLC

OR

1b. DEBTOR'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
3993 Howard Hughes Parkway, Suite 250

CITY **Las Vegas** STATE **NV** POSTAL CODE **89169** COUNTRY **USA**

1d. EXE POSITION TITLE ☐ ADJUT. INFO RE ORGANIZATION DEBTOR ☐ TYPE OF ORGANIZATION **LLC** 1e. JURISDICTION OF ORGANIZATION **DELAWARE** 1f. ORGANIZATION IS E.F. or any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Invert only app except name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION NAME

OR

2b. DEBTOR'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS

CITY STATE POSTAL CODE COUNTRY

2d. EXE INSTRUCTIONS ☐ ADJUT. INFO RE ORGANIZATION DEBTOR ☐ TYPE OF ORGANIZATION 2e. JURISDICTION OF ORGANIZATION 2f. ORGANIZATION IS E.F. or any ☐ NONE

3. SECURED PARTY'S NAME - Invert only app except name (3a or 3b) - do not abbreviate or combine names

3a. ORGANIZATION NAME
Wells Fargo Bank, N.A., as First Priority Collateral Agent

OR

3b. DEBTOR'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS
528 Marquette Avenue

CITY **Minneapolis** STATE **MN** POSTAL CODE **55479** COUNTRY **USA**

4. This Financing Statement covers the following collateral:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. ALTERNATIVE ORIGINATOR (if applicable)	6. FEE BASIS	7. CONSIDERATION	8. SALE/RENTAL	9. SELLER/BUYER	10. LIEH	11. UCC FILING
12. FILING STATEMENT is to be filed (for recording for recording) in the REAL ESTATE RECORDS	13. FILING STATEMENT is to be filed (for recording for recording) in the REAL ESTATE RECORDS	14. FILING STATEMENT is to be filed (for recording for recording) in the REAL ESTATE RECORDS	15. FILING STATEMENT is to be filed (for recording for recording) in the REAL ESTATE RECORDS	16. FILING STATEMENT is to be filed (for recording for recording) in the REAL ESTATE RECORDS	17. FILING STATEMENT is to be filed (for recording for recording) in the REAL ESTATE RECORDS	18. FILING STATEMENT is to be filed (for recording for recording) in the REAL ESTATE RECORDS

OPTIONAL FILING INFORMATION ONLY

Delaware Secretary of State

730610/4A

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2008)

00029819

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:40 PM 06/04/2008
INITIAL FILING \$ 2008 1911591

SRV: 080663707

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (omit only org debtor name (15 or 16) - do not abbreviate or omitting middle)
(a. ORGANIZATION NAME)
Passive Asset Transactions, LLC
OR
(b. INDIVIDUAL'S LAST NAME) FIRST NAME MIDDLE NAME SUFFIX

1a. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1100 Virginia Drive Fort Washington PA 19034 USA

1b. SEE INSTRUCTIONS 1c. TYPE OF ORGANIZATION 1d. JURISDICTION OF ORGANIZATION 1e. ORGANIZATION'S D.P. # (any)
LLC DELAWARE ☐ None

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (omit only org debtor name (15 or 16) - do not abbreviate or omitting middle)
(a. ORGANIZATION NAME)
OR
(b. INDIVIDUAL'S LAST NAME) FIRST NAME MIDDLE NAME SUFFIX

2a. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2b. SEE INSTRUCTIONS 2c. TYPE OF ORGANIZATION 2d. JURISDICTION OF ORGANIZATION 2e. ORGANIZATION'S D.P. # (any)
☐ None

3. SECURED PARTY'S NAME (a. NAME of TOTAL ASSIGNOR of ASSIGNOR only - (omit only org secured party name (15 or 16))
(a. ORGANIZATION NAME)
Wells Fargo Bank, N.A., as First Priority Collateral Agent
OR
(b. INDIVIDUAL'S LAST NAME) FIRST NAME MIDDLE NAME SUFFIX

3a. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
625 Marquette Avenue Minneapolis MN 55479 USA

4. The FINANCING STATEMENT covers the following collateral:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. ALTERNATIVE JURISDICTION (if applicable) LESSER ASSIGNOR CONDUIT/COMMISSION DALLAS/ARLW SELLER/PAYEE AG. LTRN NON-USE FILING

6. THE FINANCING STATEMENT is to be filed for recording in any state. I, claim to REQUEST SEARCH/REPORTING or otherwise. (a. STATE RECORDS (b. ARK. ADDRESS (c. STATE NAME (d. STATE NAME (e. STATE NAME (f. STATE NAME (g. STATE NAME (h. STATE NAME (i. STATE NAME (j. STATE NAME (k. STATE NAME (l. STATE NAME (m. STATE NAME (n. STATE NAME (o. STATE NAME (p. STATE NAME (q. STATE NAME (r. STATE NAME (s. STATE NAME (t. STATE NAME (u. STATE NAME (v. STATE NAME (w. STATE NAME (x. STATE NAME (y. STATE NAME (z. STATE NAME (aa. STATE NAME (ab. STATE NAME (ac. STATE NAME (ad. STATE NAME (ae. STATE NAME (af. STATE NAME (ag. STATE NAME (ah. STATE NAME (ai. STATE NAME (aj. STATE NAME (ak. STATE NAME (al. STATE NAME (am. STATE NAME (an. STATE NAME (ao. STATE NAME (ap. STATE NAME (aq. STATE NAME (ar. STATE NAME (as. STATE NAME (at. STATE NAME (au. STATE NAME (av. STATE NAME (aw. STATE NAME (ax. STATE NAME (ay. STATE NAME (az. STATE NAME (ba. STATE NAME (bb. STATE NAME (bc. STATE NAME (bd. 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STATE NAME (zb. STATE NAME (zc. STATE NAME (zd. STATE NAME (ze. STATE NAME (zf. STATE NAME (zg. STATE NAME (zh. STATE NAME (zi. STATE NAME (zj. STATE NAME (zk. STATE NAME (zl. STATE NAME (zm. STATE NAME (zn. STATE NAME (zo. STATE NAME (zp. STATE NAME (zq. STATE NAME (zr. STATE NAME (zs. STATE NAME (zt. STATE NAME (zu. STATE NAME (zv. STATE NAME (zw. STATE NAME (zx. STATE NAME (zy. STATE NAME (zz

Delaware Secretary of State

TJ0607/4A

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2000)

00029820

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (top and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ADDITIONAL DOCUMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:14 PM 04/04/2008
INITIAL FILING # 2008 1952

SRV: 080671945

THE ABOVE SPACE IS FOR FILER OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (omit only ass debtor name (to or 10) - do not abbreviate or translate names)

(A) ORGANIZATION'S NAME

Residential Funding Company, LLC

OR (B) INDIVIDUAL'S NAME

1. ADDRESS ADDRESS

One Meridian Crossings, Suite 100

CITY

Minneapolis

STATE

MN

POSTAL CODE

55483-3946

COUNTRY

USA

14. FEE INSTRUCTIONS

15. FEE TO DATE

16. TYPE OF ORGANIZATION

17. JURISDICTION OF ORGANIZATION

DELAWARE

18. ORGANIZATION'S D/B/A, IF any

☐ -NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (omit only ass debtor name (to or 10) - do not abbreviate or translate names)

(A) ORGANIZATION'S NAME

OR (B) INDIVIDUAL'S NAME

1. ADDRESS ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

14. FEE INSTRUCTIONS

15. FEE TO DATE

16. TYPE OF ORGANIZATION

17. JURISDICTION OF ORGANIZATION

18. ORGANIZATION'S D/B/A, IF any

☐ -NONE

3. SECURED PARTY'S NAME (or name of party assigned as assignee) - (omit only ass secured party name (to or 10)

(A) ORGANIZATION'S NAME

OR (B) INDIVIDUAL'S NAME

1. ADDRESS ADDRESS

Wells Fargo Bank, N.A., as Second Priority Collateral Agent

CITY

Minneapolis

STATE

MN

POSTAL CODE

55479

COUNTRY

USA

14. FEE INSTRUCTIONS

15. FEE TO DATE

16. TYPE OF ORGANIZATION

17. JURISDICTION OF ORGANIZATION

18. ORGANIZATION'S D/B/A, IF any

☐ -NONE

4. The FINANCING STATEMENT covers the following collateral:

All assets of the debtor now owned or hereafter acquired and wherever located.

5. ALTERNATIVE DISPOSITION of system(s)	6. DELEGATION	7. CONSENT TO DISPOSITION	8. SALES-LEASE	9. HOLDERS/BUYER	10. LEND	11. FINANCING FILING
12. THIS FINANCING STATEMENT IS FILED AS: a. FIRST PRIORITY b. SECOND PRIORITY c. OTHER PRIORITY	13. COLLATERAL: a. ALL b. SPECIFIC c. OTHER	14. CREDITORS' RIGHTS: a. YES b. NO	15. CREDITORS' RIGHTS: a. YES b. NO	16. CREDITORS' RIGHTS: a. YES b. NO	17. CREDITORS' RIGHTS: a. YES b. NO	18. CREDITORS' RIGHTS: a. YES b. NO
19. OPTIONAL FILER'S DISCLOSURE DATA						
Delaware Secretary of State						73056144A

FILING OF PCB COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV 07/2006)

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